

SUBJECT: Personal Services Contract

September 23, 1997

SERVICE: To coordinate KALW Radio's On Air Funders and supervise
79-23K21 the on-going underwriting activities.

Site: KALW Radio Station

Dates of Service: October 1, 1997 - June 30, 1998

Program/Appropriation Number:
KALW Trust Fund
30-97-093111-5110-B-653

Consultant: Michael Moon \$39,744.00

Evaluation Fee: N/A

Total Cost: \$39,744.00

PROGRAM DESCRIPTION AND GOAL:

To have a successful On Air fund-raisers and successful underwriting of KALW programs. This is in line with District goal 4.

EVALUATION PROCESS:

This is a Level I evaluation.

SELECTION PROCESS:

Consultant is experienced in the production and coordination of On Air Fundraising.

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RE: APPLICATION FOR
RENEWAL OF LICENSE
OF RADIO STATION
KALW
BLED 1644

I, Jason Lopez, whose address is 4104 24th Street, No. 268, San Francisco, California 94114, hereby declare as follows:

1. I inspected KALW's public inspection file on July 28, 1997 and found a list, dated
2. July 23, of topics of an unidentified program. The list was filed in their Issues folder.
3. There were no other reports dated later than June 1992.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

October 31, 1997

Date _____


Jason Lopez

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AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

ROSE LEVINSON

This Agreement is dated for convenience as of July 1, 1995 and is entered into between Rose Levinson (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter District).

RECITALS

WHEREAS, The consultant has experience and expertise in public radio broadcasting.

WHEREAS, The District desires that the consultant render professional services in connection with the management of KALW Radio Station, and related communications services as the Superintendent deems appropriate; and

WHEREAS, Consultant represent itself able and, for a consideration, willing to perform the services required by the District:

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION.

a. This agreement is subject to the budget and fiscal provisions of the District.

b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.

c. This agreement shall terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

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The agreement shall become effective beginning July 1, 1995 and shall terminate on or before June 30, 1996.

3. SERVICES CONSULTANT AGREES TO PERFORM

The Consultant will serve in the capacity of General Manager, supervising staff over the day to day operations of the radio station. The consultant will also provide the Superintendent with general communications related advice as requested.

4. COMPENSATION

The Consultant shall be paid at the rate \$240.00 a day for 250 days (see paragraph 5 below). Payments shall be made in a reasonable time upon approval that services have been rendered as set forth in Section 3 of this agreement. The amount of money to be paid to the Consultant shall not exceed \$60,000.00. (See section 5 below). If the scope of work described herein is increased, the contract amount may also be increased provided that there is prior written modification to the contract and a Board Resolution authorizing said increases. It shall be the responsibility of the Consultant to ensure that the total approved amount of the contract is not exceeded. Any work performed in excess of said amount shall not be compensated.

5. TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Consultant's District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the consultant shall be paid for services performed up to the date of the termination.

b. It is further understood and agreed that the District may terminate this agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount which represents the value of services actually performed to the date of termination for which the Consultant has not previously been compensated and as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the consultant monetarily or otherwise.

6. INDEPENDENT CONTRACTOR

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or their agents and employees. The Consultant shall also complete and file with the District the attached W-9 form.

7. MODIFICATION OF AGREEMENT

This Agreement may be amended by the parties in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

8. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

9. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent, who shall decide the true meaning and intent of the Agreement.

10. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

11. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District pursuant to the terms of Section 5a herein. Such termination shall not waive any other legal remedies available to the District.

12. CONFLICT OF INTEREST

Consultant states that it is familiar with provision of Section 87100 et. seq. of the Government Code of the State of California, and certified that it does not know of any facts which constitute a violation of said section.

13. SEVERABILITY

If any term or provision of this contract shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

14. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

15. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the District, its Board, officers and employees of the District from any kind of loss whatsoever to all persons, corporations, and partnerships

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including but not limited to employees of the Consultant and heirs of employees of the Consultant and employees and heirs of employees of the District arising out of and in the course of the performance of this Agreement. This liability shall not lie in instance where the damages are caused by the sole negligence or intentional tort of the District or its employees.

16. INSURANCE

A. The Consultant shall procure and maintain during the term of this agreement the following insurance:

a. Comprehensive or Business Automobile Liability Insurance with limits not less than \$300,000.00 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable.

B. The Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

a. Name as additional insureds the San Francisco Unified School District, its Board, officers and employees.

b. That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurances applies separately to each insured against whom claim is made or suit is brought.

C. Certificate of Insurance for the above shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage of any of the above insurance's.

17. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in the performance of the work of services under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in

confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

18. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT:

San Francisco Unified School District
Robert F. Golton, Associate Superintendent
135 Van Ness Avenue, Room 215
San Francisco, CA 94102

TO THE CONSULTANT:

Rose Levinson
[REDACTED]
[REDACTED]

19. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

20. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior consent of the District.

21. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

22. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

23. SECTION HEADINGS


The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

24. ENTIRE AGREEMENT

All of the Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

SAN FRANCISCO UNIFIED SCHOOL DISTRICT



Rose Levinson



ROBERT GOLTON
Associate Superintendent
Business Services



JOHN CRAWLEY
Contract Office

Exhibit Z, page 7 of 8

APPROVED AS TO FORM:

LOUISE H. RENNE, City Attorney

BY: 

Deputy City Attorney

**K RESOLUTION REQUEST FORM**
ENTERING INTO A CONTRACT WITH AN
EXTERNAL CONSULTANTFOR FISCAL USE ONLY
AUTHORIZATION#APPROVAL #: 76-241K29
APPROVAL DATE: ORD MEETING OF: Amendment to resolution number: Additional cost of this Amendment:
Briefly explain how this amendment modifies the original resolution and ATTACH COPY OF APPROVED ORIGINAL RESOLUTIONTO: Laura D. Alvarenga
Executive Assistant to the Superintendent
Room 217, 135 Van Ness AvenueFROM: Jeff Ramirez
SCHOOL/DEPT.: KALW Radio Station
PHONE #: 415 841 4121TITLE OF PROGRAM/PROJECT: KALW RadioSPECIFIC CONSULTANCY DATES: 07/01/97 -- 06/30/98

3. CONSULTANT INFORMATION:

NAME	SEX	ETHNIC	DAYS/ HOURS	CONSULTANT CLASS *	RATE OF PAY	TOTAL COST
<u>Inne Nerenbaum</u>	<u>F</u>	<u>C</u>	<u> </u>	<u> </u>	<u>\$17/Hr</u>	<u>\$18,000</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

(INCLUDE ATTACHMENT IF NECESSARY)

IF PAYMENT IS TO BE MADE TO A PARTICULAR INDIVIDUAL OR ORGANIZATION OTHER THAN THOSE LISTED
ABOVE, PLEASE INDICATE HERE:

*REFER TO POLICY P3700

Exceptions to the pay scale in Board Policy P3700 require written justification. As per Policy, the Superintendent will review
these exceptions. If approved, the written justification will be included in the agenda item. (See Item #14).4. REQUESTED ACTION: That the Board of Education approve the requested consultancy for the above named
individual(s)

5. SERVICE: Include a description of the type of service (WHAT); the participants(TO WHOM); and the site(WHERE):

To develop new sources of funding for KALW as Federal Government fundingcontinues to decline in future years.

Exhibit AA, page 1 of 2

Identify and secure new sources of funding for KALW's regular operations and special projects among the Bay Area's businesses and corporate foundations.

What District Goal does this activity support? ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6

EVALUATION PROCESS -

What level of evaluation does this activity require and what is your plan for evaluation: ☒ I ☐ II ☐ III ☐ IV

Please attach surveys for Level II or III Evaluations and the required documentation for Level IV evaluations.)

Is this resolution related to a larger District program? ☐ Yes ☒ No If yes, please explain and include total program amount:

FOR ON-GOING PROGRAMS, EVALUATION OR EXECUTIVE SUMMARY OF EVALUATION IS ATTACHED:

☐ Yes ☒ No If no, please explain:

SELECTION PROCESS: Describe how the consultant was chosen. Please address the affirmative action goals of the District.

consultant is experienced in working in Public Broadcasting marketing and development operations.

0. LOCATION OF WORKSHOP/PRESENTATION OR SCHOOL: KALW Radio Station

1. FACILITATOR: Jeff Ramirez

12. FUNDING SOURCE /PROGRAM TITLE: KALW Trust Fund

13. APPROPRIATION NUMBER: 30-97-093111-5110-B-653

COST: \$18,000

COST:

TOTAL: \$18,000

14. I certify that I have reviewed the qualifications of the consultant(s) listed in item #4 and either: (SELECT ONE)

☒ (1) Consultant Class/Rate of Pay conforms to Board Policy P3700 (May 9, 1989).

☐ (2) I have provided an attachment giving written justification as to why rate of pay is in excess of Board Policy P3700 (May 9, 1989).

This has an accompanying request for Certificated Extended Calendar:

☐ Yes ☒ No

ADMINISTRATOR'S SIGNATURE: [Signature]

DATE: 5/13/97

* A service evaluation fee of 5% of the total contract amount will be assessed by the District on any contracts in excess of \$2500

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KALW ISSUES 9/97

1) FCC Renewal Application.

⇒ The application contains material and willful false statements.

!!!
re Maintenance } Ruben
File

2) FCC EEO Rules.

3 EEO policy
5/6 last hires through any EEO process.

- ⇒ Full disclosure of discrimination complaints and judgments against SFUSD have not been reported to the FCC.
- ⇒ In 8/97, 10/96, 8/96, 6/95, and in 1993 SFUSD/KALW created and filled positions in violation of FCC EEO rules.
- ⇒ In 6/96 SFUSD/KALW attempted to terminate an employee and withheld two paychecks because of his disability (AIDS).
- ⇒ In 6/95 an SFUSD/KALW manager was investigated for sexual harassment.
- ⇒ In 8/97 an SFUSD/KALW manager promised a yet to be created job (Development Director) to a friend.

3) Financial accountability.

- ⇒ Since 1993 SFUSD/KALW's grant applications to CPB contain material false statements.
- ⇒ SFUSD/KALW's CPB Final Audits contain material false statements.
- ⇒ SFUSD/KALW has failed to comply with PTFP rules in its grant from NTIA.
- ⇒ In FY95, the auditor reported in an internal document, "KALW management does not have a report on the financial condition of KALW's operation on a periodic basis."

4) 1996 KALW Task Force Report.

- ⇒ "...Superintendent Rojas arrived in 1992 and made it clear that SFUSD could no longer afford to make direct financial contributions to the station's budget."
- ⇒ "...the Board of Education has been left with little of the time and energy needed to govern KALW. As a result, no matter how well meaning and conscientious the commissioners of the Board are, they have neither the time nor the expertise to ensure that the educational and public broadcasting missions of KALW become reality."
- ⇒ "Remaining without an active governance structure is the worst possible scenario for the future of KALW."
- ⇒ "...have in place a functioning KALW Board of directors of the 501(c)(3) by May 30, 1996."
- ⇒ KALW remains without an active governance structure.

5) OSHA Inspection and Citation

- ⇒ SFUSD/KALW has had chronic problems instituting simple security measures at the studio site.
- ⇒ SFUSD/KALW was inspected (6/97) and cited by OSHA for failures to adequately secure KALW from Type One violence.

Exhibit BB, page 1 of 1

FEDERAL COMMUNICATIONS COMMISSION

Federal Communications Commission	
Docket No. <u>04-191</u>	Exhibit No. <u>5</u>
Presented by <u>ETS</u>	
Disposition	Identified <u>S/dk/or</u>
	Received <u>S/dk/or</u>
	Rejected _____
Reporter <u>E. Stedman</u>	
Date <u>5/14/97</u>	

RE: APPLICATION FOR)
 RENEWAL OF LICENSE)
 OF RADIO STATION)
 KALW)
 BLED 1644)
)
)
)
)
)

AFFIDAVIT OF
HEDY JACOBOWITZ
 IN SUPPORT OF PETITION OF
 GOLDEN GATE PUBLIC RADIO
 TO DENY LICENSE RENEWAL
 OF RADIO STATION KALW

I, Hedy Jacobowitz, whose address is 245 Second Avenue, #1, San Francisco, California 94118, hereby declare as follows:

1. I am an employee at radio station KALW.
2. In the Spring of 1995, I was interviewed on two occasions by an attorney who was
3. investigating sexual harassment allegations against KALW Station Manager, Jerry
4. Jacob.
5. They asked me whether I had witnessed Jerry Jacob engaging in conduct that
6. could be considered sexual harassment or whether I had had any experiences with
7. Jerry Jacob which would compromise my working environment or my ability to do
8. my job.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11/01/97
 Date

Hedy Jacobowitz
 HEDY JACOBOWITZ

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